

First National Bank in St. Louis

510 Locust
St. Louis, MO 63101
314/342 6000

No. 9-282A152
Date OCT 9 1979
Fee \$ 10.00
ICC Washington, D. C.

First Union
Group

October 5, 1979

RECORDATION NO. 7193-A Filed 1425

OCT 9 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate
Commerce Commission
12th and Constitutional Avenues, N.W.
Washington, D.C. 20423
Attention: Mildred Lee - Room 2227

Dear Ms. Lee:

Enclosed please find in triplicate, originals of
a Supplemental Agreement with respect to which the following
information applies:

<u>Purchaser:</u>	Illinois Terminal Railroad Co. 710 N. 12th Street St. Louis, Missouri
<u>Vendor</u> <u>(Lendor):</u>	First National Bank in St. Louis 510 Locust Street St. Louis, Missouri 63101
<u>Collateral:</u>	200-100 ton 4750 cubic foot capacity, PS-2 CD welded triple covered hopper cars (see attached list)
<u>Prior</u> <u>Recording:</u>	The original Conditional Sale Agreement was recorded on October 24, 1973 at 8:30 a.m. as recorda- tion no. 7193

Please return
original docu-
ments to:

Mr. James Watson
First National Bank in St. Louis
510 Locust Street
St. Louis, Missouri 63101

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OCT 9 12 30 PM '79
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I.C.C.

Secretary of Interstate
Commerce Commission
Page Two
October 5, 1979

First Union
Group

The logo for First Union Group, featuring the text "First Union Group" in a sans-serif font above a stylized graphic of three concentric, curved lines.

Also enclosed is a check for \$10 to pay your
fees.

Thank you.

Yours truly,

James A. Watson

James Watson
Commercial Banking Officer

JW:wp

P. S. If enclosed check is not sufficient to
cover your costs, please bill for the difference.

ILLINOIS TERMINAL RAILROAD COMPANY

Inventory of Equipment Covered by Conditional Sale Agreement and Assignment, each dated as of August 1, 1973, for Two Hundred - 100 Ton Covered Hopper Cars Purchased from Pullman, Inc., Cars ITC 1800 - 1999, Inclusive.

Cars numbered ITC 1800 to 1801, Inclusive, 1803 to 1939, Inclusive, and 1941 to 1999, Inclusive, are in good serviceable condition and all ownership stencils and reporting marks have been maintained.

As previously reported, Car numbered ITC 1940 has been destroyed and retired.

Car numbered ITC 1802 was destroyed on Illinois Central Gulf Railroad on May 27, 1978 and has been retired.

Dated at St. Louis, Missouri as of the First Day of January, 1979.

ILLINOIS TERMINAL RAILROAD COMPANY

By Steven J. Anthony
Secretary and General Counsel

Interstate Commerce Commission
Washington, D.C. 20423

10/19/79

OFFICE OF THE SECRETARY

Mr. James Watson
First National Bank In St. Louis
510 Locust Street
St. Louis, Missouri 63101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/9/79 at 12:40pm, and assigned re-recording number(s). 7193-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SUPPLEMENTAL AGREEMENT

TO

CONDITIONAL SALE AGREEMENT BETWEEN
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) and
ILLINOIS TERMINAL RAILROAD COMPANY,
DATED AUGUST 1, 1973

AND

AGREEMENT AND ASSIGNMENT BETWEEN
PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) and
FIRST NATIONAL BANK IN ST. LOUIS
DATED AUGUST 1, 1973

This Supplemental Agreement (the Agreement) made and entered into and dated as of October 5, 1979 by and between First National Bank in St. Louis and Illinois Terminal Railroad Company,

WHEREAS, pursuant to provisions of a Conditional Sale Agreement dated as of August 1, 1973 between Pullman Incorporated (Pullman Standard Division) (referred to therein as Manufacturer or Builder; herein designated as "Builder"), and Illinois Terminal Railroad Company (referred to therein as Buyer herein designated as "Railroad"), and pursuant to a separate Agreement and Assignment, dated as of August 1, 1973 between said Builder and First National Bank in St. Louis (referred to therein as Assignee, herein designated as "Lender"), the parties to said Agreements (hereinafter collectively referred to as the "Basic Agreements") arranged for the purchase by Railroad under said Conditional Sale Agreement of 200 - 100 Ton 4750 cubic foot capacity, PS-2 CD Welded Triple Covered Hopper Cars (the "Equipment") at a unit base price of

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INTERSTATE COMMERCE COMMISSION

\$17,850 and the financing by Lender of such purchase at a total purchase price of \$3,557,622.00 (the deferred purchase price) which was repayable to Lender by Railroad in 20 installments, the last 19 installments of which are repayable in the sum of \$178,500.00 each and the first such installment in an amount which when added to the total of the last 19 installments resulted in the aggregate deferred purchase price, the first such installment being payable by Railroad to Lender on September 1, 1974; and

WHEREAS, Railroad has fully complied with the requirements of said Basic Agreements to date hereof, its payment thereunder being current and not in default and such payments to date hereof represent a total equity investment in the Equipment of \$1,951,122.00; and

WHEREAS, Railroad has requested Lender to modify and amend the provisions of said Basic Agreements so as to extend the term of payments required thereby from 10 years to 15 years and to thereby reduce the amount of individual installment payments required thereunder from \$178,500.00 to \$118,587.40 and to further adjust the equity in the Equipment which Railroad has accumulated by reason of its payments to date by refunding to Railroad the amount by which such payments to date exceed the sum of equity in the Equipment it would have achieved to date if such installment payments had been made by it under a 15 year term agreement rather than a 10 year term; and

WHEREAS, Lender has agreed to modify and amend the terms of the Basic Agreements as requested by Railroad; and

WHEREAS, the parties hereto desire that all terms and conditions of said Basic Agreements except as modified herein shall remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and the mutual benefits obtained hereunder, the parties hereto do agree:

1. The provisions of Section 2 of the Conditional Sale Agreement are amended effective as of October 5, 1979 so as to provide for payment of the deferred purchase price of the Equipment in 30 installments instead of 20 installments and the amount of each of the last 29 installments shall be \$118,587.40 instead of \$178,500.00 and the amount of the first installment shall be determined as the amount which, when added to the total of the last 29 installments, will result in the aggregate deferred purchase price.

2. The interest payable by Railroad on each of said 30 installments which shall become payable on and after the effective date of this Agreement shall be calculated in accordance with the existing provisions of Section 2 of said Conditional Sale Agreement.

3. The parties hereto stipulate that the total installments (excluding installments of interest) paid by Railroad under said Basic Agreements to date hereof is the sum of \$1,951,122.00 and that the total amount of such installments which would have been payable to date hereof under the reduced

amount applicable to a 15 year term for said Basic Agreements is the sum of \$1,304,461.40, and the parties agree that consistent with the intent of this Agreement to adjust the rights and obligations of the parties hereto to those which would exist if the term of the Basic Agreements when initially executed had been for a 15 year term instead of a 10 year term, that the Railroad's equity in said Equipment to date hereof shall be reduced to the sum of \$1,304,461.40 and Railroad shall be reimbursed by Lender the amount by which such equity has been reduced, or the sum of \$646,660.60.

4. Railroad, at its option, on any deferred purchase price installment payment date, shall have the right to prepay, without penalty, any or all of the installments of principal in the inverse order of maturity by payment of the principal amount designated for prepayment and accrued interest to date of prepayment; provided, however, that title to none of the Equipment shall pass to or vest in Railroad until the entire purchase price of all Equipment, with accrued interest, and all other payments required to be made by Railroad under this Agreement, shall have been paid in full and unless Railroad shall have kept and performed all the covenants in this Agreement provided to be kept or performed by the Buyer. Notice of Railroad's election to exercise its right of prepayment from time to time shall be given by certified mail to the Lender not less than 30 days, but not more than 40 days, prior to the date upon which such prepayment shall be made.

5. Railroad represents and warrants:

(a) That each unit of Equipment acquired under the Basic Agreements, except to the extent reimbursed to Lender under the provisions of Section 6 of the Conditional Sale Agreement, is still in service and in good condition and has a present appraised fair market value equivalent to 80% of original cost, according to the August 9, 1979 appraisal letter from Janney Montgomery Scott Inc., 5 Penn Center Plaza, Philadelphia, Pennsylvania.

(b) Railroad will endeavor to file and record this Agreement with the Interstate Commerce Commission at Railroad's expense so as to accomplish such Notice as may be afforded pursuant to Section 20c of the Interstate Commerce Act.

6. Lender represents and warrants that as of the effective date of this Agreement, it will refund to Railroad the sum of \$646,660.60 which is intended to reimburse Railroad the excess of its equity in the Equipment resulting from the Agreement made herein as described herein.


7. The parties hereto agree that all other terms and conditions of said Basic Agreements shall remain in force and effect except as modified herein and that all such existing terms and provisions not specifically modified herein shall be interpreted and applied in a manner consistent with the intent of the parties hereto to change the Basic Agreements from a 10 year term to a 15 year term. Nothing in this Agreement shall be construed as limiting, deleting or changing any warranties,

obligations and rights of the Builder which exist under the terms of such Basic Agreements prior to amendment by this Agreement.

8. The terms and provisions of this Agreement shall become effective and the payment to Railroad by Lender shall be made as of October 5, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be affixed, duly attested, as of the day and year first above written.

FIRST NATIONAL BANK IN ST. LOUIS

BY  James A. Watson
Vice President
Commercial Banking Officer

(Seal)

Attest:



Assistant Cashier

Secretary

ILLINOIS TERMINAL RAILROAD COMPANY

By W. J. Cassin
W. J. Cassin - President

(Seal)

Attest:

Steven J. Anthony
Secretary

STATE OF MISSOURI)

)
)
) SS.
)

CITY OF ST. LOUIS)

On this 5th day of OCTOBER, 1979, before me personally appeared JAMES A. WATSON, to me personally known, who in my presence executed the foregoing instrument on behalf of First National Bank in St. Louis on this date and who, being by me duly sworn, says that he is a Comm. BANKING OFFICER of First National Bank in St. Louis, a national banking association, and that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Arthur R. Kilz
Notary Public

ARTHUR R. KILZ
NOTARY PUBLIC - STATE OF MISSOURI
CITY OF ST. LOUIS, MO.
MY COMMISSION EXPIRES JAN. 31, 1983

(Seal)

My Commission Expires:

SS.

On this 5th day of OCTOBER, 1979, before me personally appeared W.J. CASSIN, to me personally known, who in my presence executed the foregoing instrument on behalf of Illinois Terminal Railroad Company on this date and who, being by me duly sworn, says that he is President of Illinois Terminal Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Arthur R. Kilg
Notary Public

ARTHUR R. KILZ
NOTARY PUBLIC — STATE OF MISSOURI
CITY OF ST. LOUIS, MO.
MY COMMISSION EXPIRES JAN. 31, 1983

(Seal)

My Commission Expires: